



# Plattsburgh, New York

Desmond J. Racicot  
Police Chief

Plattsburgh Fire Department  
65 Cornelia Street  
Plattsburgh, NY 12901  
Tel: 518-561-5965  
Fax: 518-561-8236  
citychief@cityofplattsburgh-ny.gov

## MEMO

**TO:** Mayor Kasprzak  
Members of the Common Council

**FROM:** Chief Desmond J. Racicot

**DATE:** January 26, 2012

**RE:** Fire and Ambulance Responses

For this week's period: Thursday, January 19, 2011 to Wednesday, January 25, 2012  
our Department has responded to the following:

|                           |                                       |
|---------------------------|---------------------------------------|
| <b>Fire Calls</b>         | 9                                     |
|                           | 1 cooking fire                        |
|                           | 5 system activations                  |
|                           | 1 fire (apartment)                    |
|                           | 1 MVA                                 |
|                           | 1 electrical wiring/equip malfunction |
| <b>Ambulance Calls</b>    | 49                                    |
| <b>Mutual Aid by CVPH</b> | 9                                     |

# BUILDING INSPECTOR'S COMPLAINT REPORT: 1/24/12

| DATE      | STREET # | STREET NAME          | COMPLAINT   | INSP | INSPECTION REPORT | CORRECTION                   |
|-----------|----------|----------------------|---|------|-------------------|------------------------------|
| 1/18/2012 | 303      | MARGARET ST., APT. 5 | NOT ENOUGH SMOKE DETECTORS, FLOORS WEAK                   | JM   |                   | CORRECTIVE ACTION IN PROCESS |
| 1/20/2012 | 35       | CLINTON ST           | SMOKE DETECTORS NOT ALL WORKING, MOLD, BUILDING IS SECURE | CB   |                   | CORRECTIVE ACTION IN PROCESS |

| DATE       | STREET # | STREET NAME  | COMPLAINT                  | INSP | INSPECTION REPORT   | CORRECTION | DATE OF CORRECTION |
|------------|----------|--------------|----------------------------|------|---|------------|--------------------|
| 11/28/2011 | 3        | MORRISON AVE | GARBAGE                    | JM   | VIOLATION NOTICE ISSUED, WAS RETURNED, VERBAL NOTICE OF VIOLATION | CORRECTED  | 1/3/12             |
| 12/6/2011  | 47       | CHAMPLAIN ST | FENCE                      | JM   | SPOKE TO OWNERS, FENCE CUT TO 4 FEET                              | CORRECTED  |                    |
| 12/27/2011 |          | PIKE ST      | GARBAGE                    | JM   | VERBAL NOTICE OF VIOLATION  | CORRECTED  | 1/3/12             |
| 12/27/2011 | 3        | MORRISON AVE | GARBAGE                    | JM   | VERBAL NOTICE OF VIOLATION (ORIGINAL RETURNED)                    | CORRECTED  | 1/3/12             |
| 12/27/2011 | 73       | CORNELIA ST  | HOARDING                   | JM   | SPOKE WITH PLATTSBURGH HOUSING                                    | CORRECTED  | 12/27/11           |
| 12/29/2011 | 66       | LAFAYETTE ST | CHAIR IN FRONT OF PROPERTY | JM   | VERBAL NOTICE OF VIOLATION  | CORRECTED  | 12/29/11           |

I 1/26/12

Keith A. Herkalo

5 Shamrock Ct

Plattsburgh, NY 12901

Mayor and Common Council

19 Jan 2012

City of Plattsburgh

41 City Hall Place

Plattsburgh, NY 12901

Gentlemen:

My book, "September Eleventh 1814: the Battles at Plattsburgh", released as a limited first edition, is being revised and will be re-printed for national release in the early summer of 2012. The revision will include various illustrations to complement the text. I request permission to reproduce portions of the images generated for the Heritage Trail interpretive signage for use as illustrations.

Sincerely,



Keith A. Herkalo



MUNICIPAL LIGHTING DEPARTMENT  
(A Municipally Owned and Operated Power System)

# Plattsburgh, New York

William J. Treacy, P.E.  
Manager

6 Miller Street  
Plattsburgh, New York 12901  
518-563-2200  
Fax: 518-563-6690

January 19, 2012

To: Mayor Donald M. Kasprzak


Subject: Utility Wood Poles– Bid No. 2011-12-1  
Bid Review and Award Recommendation

The Management of the Plattsburgh Municipal Lighting Department has reviewed and evaluated the two bids received on January 10, 2012 for the above subject contract (See attachment 1).

We recommend award to **Thomasson Company, Philadelphia, MS** in the total amount of **\$11,078.40**. Thomasson Company is the lowest responsive and responsible bidder based on unit prices.

If you have any questions, please contact me. Thank you for your attention to this matter.

Respectfully Submitted,

  
William Treacy, P.E.  
Manager

Enclosure: (1)

CC: City Clerk  
Councilor Jackson, PMLD Liaison  
Bid 2011-12-1 File

## CITY OF PLATTSBURGH

BID TITLE: Memorandum Bid # 2011-12-1

[illegible]





**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

January 20, 2012

Mayor Donald M. Kasprzak  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval of the attached contracted services contract for Mr. Ron Santor to continue his role as "Basic Academy Director" for 2012. The cost is the same as in the past at \$ 15,000.00 for the year.

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls

## BASIC ACADEMY DIRECTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_  
by and between THE CITY OF PLATTSBURGH, a municipal corporation with offices at 41 City Hall Place,  
Plattsburgh, New York and Ronnie L. Santor, whose address is 84 Salmon River Road, Plattsburgh, N.Y.

Whereas the facts and circumstances underlying this agreement are as follows:

1. The Basic Training Course (Academy) for police officers is a DCJS criteria from new recruits. The instruction, scheduling and implementation of these training sessions is pertinent to the day to day operation of the Zone Nine Police Academy.
2. The Academy Director will coordinate and implement these various programs to insure that Academy policies and procedures as well as State and Federal training requirements are met.
3. The Academy Director will maintain records of training, lesson plans, course schedules, rosters and various Department of Criminal Justice Services requirements offered at the Zone Nine Police Academy.
4. Ronnie Santor is retired from the New York State Park Police and is experienced in conducting police training courses. He has the credentials required to act as the Academy Director. (Master certified police instructor).
5. The purpose of this Agreement is to define the services that will be provided by Ronnie Santor and the compensation that will be paid him.

IN CONSIDERATION for the mutual exchange of promises, it is agreed as follows:

1. Ronnie Santor is an independent contractor and will NOT be considered an employee of the City of Plattsburgh Police Department, nor any other police or sheriff's department, while providing services under this agreement. No payroll taxes will be paid or deducted from his compensation, but the compensation paid will be reported to the IRS on a 1099 form.
2. Ronnie Santor will provide the following services in connection with coordination of various courses of instruction:
  1. Prepare the course curriculum, including topics to be covered, content and time as well as develop new courses and programs that increase the training of the Zone 9 Police Academy.
  2. Teach required topics and coordinate the schedules of any other instructors assigned to teach various topics.
  3. Monitor and record class attendance and performance during classroom sessions and maintain department training records.

3. For the above described services, the City of Plattsburgh will pay  
Ronnie Santor the lump sum of \$15,000.00.  
Payable as follows:  
\$7500 due on March 15, 2012  
\$7500 due on June 15, 2012

CITY OF PLATTSBURGH

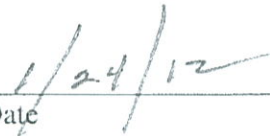
By: Donald Kasprzak  
Mayor

Date



By: Desmond J. Racicot  
Chief of Police

Date



By: Ron Santor  
Academy Director

Date





**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

January 20, 2012

Mayor Donald M. Kasprzak  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval of the attached contracted services contract for Mr. Ron Santor to continue his role as "Training Director" for the 2012 year. The cost is the same as in the past at \$ 20,000.00 for the year.

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls

## TRAINING DIRECTOR AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_  
by and between THE CITY OF PLATTSBURGH, a municipal corporation with offices at 41 City Hall Place,  
Plattsburgh, New York and Ronnie L. Santor, whose address is 84 Salmon River Road, Plattsburgh, N.Y.

Whereas the facts and circumstances underlying this agreement are as follows:

1. Training courses for police officers are an ongoing criteria from new recruits to in-service classes for veteran officers. The instruction, scheduling and implementation of these training sessions is pertinent to the day to day operation of the Plattsburgh Police Department.
2. The Training Director will coordinate and implement these various programs to insure that Department policies and procedures as well as State and Federal training requirements are met.
3. The Training Director will maintain records of training, lesson plans, course schedules, rosters and various Department of Criminal Justice Services requirements offered at the City of Plattsburgh Police Department.
4. Ronnie Santor is retired from the New York State Park Police and is experienced in conducting police training courses. He has the credentials required to act as the Training Director. (Master certified police instructor).
5. The purpose of this Agreement is to define the services that will be provided by Ronnie Santor and the compensation that will be paid him.

IN CONSIDERATION for the mutual exchange of promises, it is agreed as follows:

1. Ronnie Santor is an independent contractor and will NOT be considered an employee of the City of Plattsburgh Police Department, nor any other police or sheriff's department, while providing services under this agreement. However, while during the course his duties, when it is deemed necessary (by the management) for Mr. Santor to attend police training classes and meetings resulting in travel and expenses he will be paid for such. No payroll taxes will be paid or deducted from his compensation, but the compensation paid will be reported to the IRS on a 1099 form.
2. Ronnie Santor will provide the following services in connection with coordination of various courses of instruction:
  1. Prepare the course curriculum, including topics to be covered, content and time as well as develop new courses and programs that increase the training of the Plattsburgh Police Department.
  2. Teach required topics and coordinate the schedules of any other instructors assigned to teach various topics.
  3. Monitor and record class attendance and performance during classroom sessions and maintain department training records.

3. For the above described services, the City of Plattsburgh will pay  
Ronnie Santor the lump sum of \$20,000.00.

Payable as follows:

\$5000 due on March 1, 2012

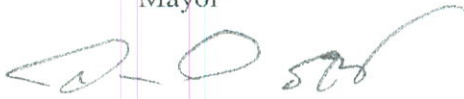
\$5000 due on June 1, 2012

\$5000 due on September 1, 2012

\$5000 due on December 1, 2012

CITY OF PLATTSBURGH

By: Donald Kasprzak  
Mayor



Date

1/24/12

By: Desmond J. Racicot  
Chief of Police

Date

By: Ron Santor  
Training Coordinator

Date



**Plattsburgh Police Department**  
45 Pine Street

**Plattsburgh, New York**

518-563-3411  
518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

January 20, 2012

Mayor Donald M. Kasprzak  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval of the attached contracted services contract for Mr. James Burgess for "Nuisance Animal Control" to provide all services necessary to perform the work of Animal Control Officer per specifications of contract, as he has for the last few years. The cost is the same as last year at \$ 25,000.00 for the year.

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls



## CITY OF PLATTSBURGH CONTRACT AGREEMENT FOR NUISANCE ANIMAL CONTROL

This Agreement made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between THE CITY OF PLATTSBURGH, New York, a municipal corporation with offices at City Hall, 41 City Hall Place, Plattsburgh, New York, hereinafter referred to as the "CITY" and James R. Burgess, an individual doing business as Nuisance Wildlife Control, at PO Box 426, Saranac Lake, New York 12983, hereinafter referred to as the "Contractor".

WITNESSETH, that the Contractor and the CITY for the considerations stated herein mutually agree as follows:

### Article 1. STATEMENT OF WORK

The Contractor is JAMES R BURGESS. This contract may not be assigned to another person without the City's written consent.

The contractor shall furnish all transportation, services, equipment and supplies necessary to perform the work. The work is described in exhibit A.

The contractor shall also provide the following insurances, licenses and certifications.

1. General Liability Insurance with the CITY as Names Insured for no less than \$1 million Dollars.
2. Proof of Workers Compensation Insurance Coverage for all employees, (if any).
3. For all vehicles used in the performance of the work, proof of automobile liability insurance coverage with limits of not less than 500,000/1,000,000.
4. A valid Nuisance Wildlife Control Officer license issued by the NYDEC.

### Article 2. THE CONTRACT PRICE

The CITY will pay the Contractor a lump sum price of Twenty Five Thousand Dollars (\$25,000.00) for the performance of the work during the year 2012. The contract price will be paid in monthly installments at the end of each month. Payment vouchers shall be submitted to the Police Department for approval and transmitted by the Police Department to the Chamberlain for payment.



Article 3. THE CONTRACT TERM

This contract shall commence on the 1st day of January 2012, and terminate on 31<sup>st</sup> day of December, 2012.

Article 4. STATUTORY COMPLIANCE

The Contractor shall comply with all applicable laws in the performance of the services, including the New York State Agriculture & Markets Law and City Code.

Article 5. TERMINATION

This contract may be terminated by either party on 30 days written notice to the other. If during the term of this contract, the Contractor fails to respond to three calls for service without just cause, the CITY may terminate the contract on 24 hours notice to the Contractor. The parties agree that if either of them has any concerns about the scope or manner of performing the services they will meet, discuss and attempt to resolve their concerns.

Article 6. JURISDICTION; WAIVER OF JURY TRIAL

Any action or legal proceeding arising out of this Agreement shall be heard in a court of competent jurisdiction in Clinton County, New York. Both parties waive the right to a trial by jury of any claim arising out of this contract.

Article 7. CONTRACTOR STATUS

The Contractor represents to the CITY that he is engaged in the business of animal control; that he has other clients for whom he provides such services; that he has and will supply all tools, equipment and supplies necessary to perform the work; that he is an independent contractor and the compensation paid to him will not be subject to tax or other withholding. The CITY acknowledges and agrees that the CITY will have no control or supervision over the means or methods the Contractor uses to perform the work except to insure that the Contractor is in compliance of the law.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hand and seals and have executed this Agreement the day and year first above written.

ATTEST:

JAMES R. BURGESS  
(CONTRACTOR)

CITY OF PLATTSBURGH  
(OWNER)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Street: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

City: \_\_\_\_\_

ATTACHMENT: EXHIBIT A; SCOPE OF SERVICES

## EXHIBIT A; SCOPE OF SERVICES

The Contractor shall provide the following services to the City of Plattsburgh and perform such incidental tasks as are necessary to accomplish the work.

- 1) Assisting the City of Plattsburgh Police Department by conducting investigations related to dogs running at large, habitually barking, causing damage, chasing or harassing a person, biting or causing physical injury to a person, being unlicensed, or whose owner fails to remove feces;
- 2) Assisting the City of Plattsburgh Police Department by apprehending and transporting dogs to a designated shelter;
- 3) Assisting the City of Plattsburgh Police Department with investigations related to any complaint alleging a vicious or dangerous dog;
- 4) Investigating and responding to nuisance wildlife complaints concerning nuisance species listed by NYDEC, such as skunks, wood chucks and raccoons. Nuisance wildlife, when possible, shall be trapped with a "have a heart" trap and relocated, but all means of capture and disposal shall comply with DEC laws and regulations.
- 5) Humane euthanization of severely injured animals and disposal of their carcasses according the New York State Health Department rules and guidelines.
- 6) The Contractor shall endeavor to respond to calls concerning sick or injured animals within 20 minutes.
- 7) Where a domesticated or wild animal does not appear to have sustained a life threatening injury, the Contractor shall: a) in the case of a domestic animal, contact the Police Department for authorization to obtain treatment at a veterinarian; b) in the case of a wild animal, transport the sick, injured or orphaned animal to a wild life rehabilitation center.
- 8) The Contractor shall not be responsible for paying the cost of animal shelter or veterinarian services; such costs to be invoiced and paid by the City of Plattsburgh.
- 9) The Contractor shall submit monthly reports in a form provided by the Police Department which will include information about complaints received, animals captured, euthanized, impounded, or transported for veterinary care.
- 10) Participation in court proceedings.



**Plattsburgh Police Department**

45 Pine Street

**Plattsburgh, New York**

518-563-3411

518-566-9000 (FAX)

DESMOND J. RACICOT  
Chief of Police

January 20, 2012

Mayor Donald M. Kasprzak  
And members of the Common Council  
41 City Hall Place  
Plattsburgh, NY 12901

Gentlemen:

I respectfully request your approval of the attached contracted services contract for Elmore SPCA, Inc to provide and maintain animal shelter for seized dogs. The cost is the same as last year at \$ 10,868.00 for the year, with additional charges for the first ten days of care for any seized or abandoned canine we drop off.

Your consideration in this matter is very much appreciated. If you should have any questions or require additional information, please feel free to contact me.

Respectfully,

Chief Desmond J. Racicot  
Plattsburgh Police Department

DJR/hls



**ELMORE SPCA, INC.**  
**P.O. BOX 686**  
**PERU, NY 12972**

**CONTRACT AGREEMENT**

Agreement made this December 2011, pursuant to the provisions of Section 115 and 116 of the Agriculture and Markets Law, by and between City of Plattsburgh, a municipal corporation having its principal office and place of business at 43 Pine Street, Plattsburgh, NY 12901, party of the first ("municipality"), and Elmore SPCA, Inc., a corporation in the State of New York, with office and place of business at Peru, Clinton County, New York, party of the second part.

**WITNESSETH:**

First: that ELMORE SPCA Inc, in consideration for the payment to it by the MUNICIPALITY of the sum of \$10,868.00

1. ELMORE SPCA, Inc will provide and maintain a shelter for seized dogs; will properly care for all dogs in such shelter; and will make available for adoption or humanely euthanize seized dogs not redeemed as provided in Article 7 of Agriculture and Market Laws. Such shelter shall at all times during the term hereof be under care and charge of competent employees and shall be open to the public at reasonable hours. MUNICIPALITY agrees to deliver all such dogs to ELMORE SPCA, Inc. at 556 Telegraph Road, Peru, New York during reasonable business hours.
2. The MUNICIPALITY will be responsible for the first ten days of care of stray dogs seized under Article 7 and sheltered at the Elmore SPCA. Thereafter, the responsibility for the seized dog is that of the Elmore SPCA unless otherwise stated in a court action.
3. When a dog is seized under Agriculture and Markets Article 7, Section 121 Dangerous Dog law, the owner will pay fifteen dollars (\$15) per day until final disposition from the courts. If the disposition is release, the owner will pay for a rabies vaccine if not done. If a dog is ordered euthanized, that cost will be paid by the owner to Elmore SPCA, Inc. If payment is not made by the owner, the Municipality will be charged accordingly.
4. ELMORE SPCA will file and maintain complete record of any seizure and subsequent disposition of any dog in the manner prescribed by the Commissioner of Agriculture and Markets as well as any other records required by Article 7.
5. ELMORE SPCA will remit all fees imposed by the Municipality in carrying out the provisions of this contract to the town/city clerk of the MUNICIPALITY.

Second: **MUNICIPALITY** agrees to pay the aforesaid sum on or before: **January 31, 2012**, covered by this agreement, or must enter into an agreement acceptable with the Elmore SPCA Board of Directors.

Third: This agreement shall commence on the 1<sup>st</sup> day of January 2012, and shall continue to and include the 31<sup>st</sup> of December 2012.

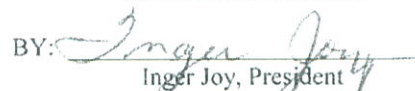
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THEIR CORPORATE SEAL TO BE HERE UNTO AFFIXED AND THIS AGREEMENT TO BE SIGNED BY THEIR DULY AUTHORIZED OFFICERS.

CITY OF PLATTSBURGH

BY: 

DATE: 1/24/12

ELMORE SPCA, INC.

BY:   
Inger Joy, President

DATE: 11/18/11





## Plattsburgh, New York

41 City Hall Place  
Plattsburgh, New York 12901  
518-563-7642  
Fax 518-561-4208  
hartmannm@cityofplattsburgh-ny.gov

### Memorandum

From: Office of Community Development  
To: Mayor Kasprzak and Common Council  
Date: January 24, 2012  
Re: Housing Rehab 16 Elizabeth St. (Jock)

In connection with the 2009 Housing Rehabilitation Program funded with NYS Housing Trust Fund Corp/Division of Housing and Community Renewal HOME monies, the Office of Community Development respectfully requests that it be authorized to advertise for bids for housing rehab for the following project: Jock – 16 Elizabeth St.

Some preliminary work needs to be done before the rehab begins. An energy analysis by a certified Business Performance Institute firm, in this case the JCEO Weatherization Division, and a lead base analysis must be performed before any contract is put out for bid. A work write up will be done with the owner that will include any weatherization requirements and the necessary housing repairs.

Each proposal shall be accompanied by a certified check, payable to “City of Plattsburgh.” The bid security shall be in the amount of two percent (2%) of the total bid.

A complete set of the contract documents may be obtained from the office of the City Clerk upon payment of a \$15.00 deposit for each set obtained.

Thank you for your consideration in this project.